

699WTS:LRB 12/14/92

LEASE BETWEEN
MILWAUKEE COUNTY
AND
MILWAUKEE COUNTY RESEARCH PARK CORPORATION
For Part of The
M-1 BUILDING

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AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of March, ~~1992~~¹⁹⁹³ by and between MILWAUKEE COUNTY, a municipal body corporate (hereinafter sometimes referred to as the "County"), and THE MILWAUKEE COUNTY RESEARCH PARK CORPORATION, a Wisconsin non-stock corporation (hereinafter sometimes referred to as "MCRPC");

WHEREAS, the County and MCRPC have entered into a ground lease on March 14, 1992 (the "Ground Lease") for certain institution lands located in Milwaukee County, Wisconsin, and owned by the County for the development of a research park (the "Research Park") thereon; and

WHEREAS, MCRPC is responsible for the creation, development, management and operation of the Research Park to retain, create and attract science-based business to help develop and diversify the economic base of Milwaukee County; and

WHEREAS, to achieve this economic development goal, MCRPC desires to utilize a portion of the County-owned Muirdale Building ("M-1") located adjacent to the Research Park as an interim business incubator facility to provide short-term space accommodations for businesses interested in becoming long-term tenants in the Research Park structures;

NOW, THEREFORE, in consideration of the mutual agreements which follow and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PREMISES: The County hereby leases to MCRPC those portions of the building commonly known as M-1 making up part of the basement and the entire first floor and second floor of M-1 as depicted on Exhibit A attached hereto and incorporated herein (the "Premises") consisting of approximately 76,847 sq. ft. and the approximately 26 parking spaces immediately adjacent to M-1 for exclusive use by MCRPC and its sublessees. The County Director of Public Works shall discuss with MCRPC additional needs for sublessees' parking and shall negotiate in good faith regarding providing additional spaces as needed to accommodate sublessees. At the request of MCRPC and upon written approval of the County as represented by the Director of the Department of Public Works and Development, additional portions of M-1 may be included and will be governed by the same terms and conditions provided for herein. MCRPC shall have the right to use, in common with all others, the common areas within and surrounding the building, driveway, walkways, parking areas and other improvements related thereto. MCRPC and the County hereby agree that MCRPC and its sublessees will use a separate entrance from the entrance used by the County and its employees and sublessees as such separate entrances are reasonably agreed to by MCRPC and the County.

The County's use of the remainder of M-1 (excluding the Premises) may be for the following purposes: (a) storage of records; (b) storage of building materials; or (c) County or MRMC member administrative offices; or (d) any direct County or MRMC member use which is the same as any sublessee of MCRPC; provided that any use is not inconsistent with use of M-1 as an incubator building. The County will notify MCRPC of any proposed use of M-1 by the County and discuss whether such use is consistent with use as an incubator facility. The third, fourth or fifth floors of M-1 may be used by the County for any other purposes, upon the mutual written agreement of MCRPC and the County; provided the other use is consistent with use of M-1 as an incubator building.

2. CONDITION PRECEDENT: MCRPC and the County acknowledge and agree that this Lease and all parties rights and obligations hereunder are expressly conditioned on: (a) the adoption of a County Board resolution approving this Lease, and (b) approval by the County Executive. The later date on which final approval is given by the County Executive and/or the County Board shall be referred to herein as the "Commencement Date".

3. TERM: This Lease shall commence on the Commencement Date defined in Section 2 above and said Lease shall terminate no later than five (5) years subsequent to the Commencement Date. This Lease may be extended pursuant to the

terms and conditions of section 13 herein. At any time following one year after the Commencement Date, either party may terminate this Lease on 90-days advance written notice; provided no sublessee has taken occupancy of the Premises, or any part thereof. MCRPC reserves the right to terminate this Lease on 90-days advance notice to the County.

4. SUBLEASES: MCRPC shall have the right to enter into subleases for the Premises on terms and conditions that MCRPC deems appropriate, provided such subleases comply with the terms of this Lease and are with sublessees which are businesses interested in becoming long-term tenants in the Research Park and technology-based start-up companies.

MCRPC is solely responsible for all marketing, screening of prospective sublessees, negotiation, administration and management of all subleases.

5. RENT: MCRPC rental under this Lease, shall be based upon rent actually collected monthly from its sublessees. The base rent for sublessees shall be not less than \$6/sq. ft. per year payable monthly unless both MCRPC and the County Director of Economic Development agree that a reduced amount is appropriate to induce attractive sublessees to the Premises. MCRPC may offer any sublessee up to one month rent abatement, which amount shall be devoted to sublessee improvements. Additional rent abatements for sublessee improvements may be granted by the consent of MCRPC and the

County Director of Economic Development, if needed to induce a sublessee into M-1. Each month MCRPC shall promptly pay the base rent collected from sublessees as follows: (a) two-thirds of base rent to the County and (b) one-third of base rent to MCRPC. The County reserves the right to review and audit any and all MCRPC accounting that pertains to the Premises and its subleases. Failure of sublessees to pay base rent when due and the continuation of such default for 15 days shall place sublessee in default and be cause for termination of the sublease by MCRPC and each sublease shall contain language to this effect. If the following occurs: (a) Failure of the County to receive rent payments payable from any sublessee for a period of ninety (90) days after the due date; (b) MCRPC's failure to commence an action to enforce the terms of the sublease within said 90-day period; and (c) MCRPC fails to diligently prosecute the action to enforce the sublease in good faith; then MCRPC shall be liable for and pay to the County thirty (30) days of said delinquent sublease rentals and all delinquent sublease rentals due thereafter.

6. ADDITIONAL CONDITIONS OF LEASE AND SUBLEASES:

MCRPC shall negotiate the terms and conditions of each sublease and enter into subleases that MCRPC deems optimal, in its sole discretion. Upon execution, MCRPC shall deliver a copy of such sublease to the County and shall otherwise provide a copy of all notices required by such sublease to the County as soon as

practicable. Each sublease shall include the following conditions which are also conditions of this lease:

(a) That such sublease shall be subordinate to this Lease.

(b) MCRPC and all sublessees are restricted to use for lawful purposes and any violation of said use by MCRPC shall be cause for termination of this Lease and any violation by a sublessee shall be cause for termination of such sublease. Notwithstanding anything to the contrary provided for herein, MCRPC and any sublessee shall not be liable to cure any violation of any law, regulation or ordinance related to, or arising out of, the Premises or subleased premises, existing prior to the date of this Lease. The fact that the Premises or subleased premises violate any such law, regulation or ordinance prior to the date of commencement of this Lease will not be grounds for termination of this Lease or any sublease, unless the County's cost of repairing or replacing such item to bring it in conformity with such law, regulation, or ordinance exceeds the economic benefit of such repair or replacement in the discretion of the County, the County shall have the option to terminate this Lease and any sublease.

(c) That leasehold improvements proposed for the Premises shall comply with all state and local code requirements and shall be approved (except no approval is required for cosmetic changes) by the County Director of Public

Works and Development prior to construction. Except as provided in subsection 6(f) herein, the permanent improvements made shall, at the County's option, become the property of the County upon expiration or termination of the Lease and or subleases.

(d) Lessee and sublessees agree to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees. Such evidence shall include insurance coverage for Workers' Compensation claims as required by the State of Wisconsin, including employers liability and business insurance covering general liability and automobile coverage in the following minimum amounts.

Type of Coverage	Minimum Limits
Wisconsin Workers' Compensation of Proof of All States Coverage Employer's Liability	Statutory \$100,000/\$500,000/ \$100,000
Comprehensive General Liability	
Bodily Injury & Property	\$1,000,000 Per Occurrence
Damage (Incl. Personal Injury, Fire Legal & Contractual & Products/ Completed Operations	\$1,000,000 General Aggregate
<u>Automobile Liability</u>	
Bodily Injury & Property Damage	\$500,000 Per Accident

Automobile Liability (Continued)

All autos owned,
non-owned and/or hired
Uninsured Motorists

Per Wisconsin
Requirements

The County shall be named as additional insured, as its interests may appear, and be afforded a thirty day (30) written notice of cancellation or non-renewal. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to the County, if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County Risk Manager for approval prior to the commencement of activities under this Agreement. The County Risk Manager shall promptly establish guidelines for minimum coverage reductions for tenants with a limited number of employees, and further reserves the right to require additional types of coverage and minimum limits for same based upon proposed use and operation (e.g., environmental liability and impairment coverage).

(e) That subleases shall contain and sublessees agree to save the County and MCRPC harmless and indemnify them

against any and all claims for injuries to persons or damages to property and against any and all loss, cost, damage or expense, including, without limitation, reasonable attorney's fees, arising out of the use of the Premises by sublessee or any other party thereon. Notwithstanding anything to the contrary provided for herein, the foregoing indemnity provision shall not apply to any injury, damage, loss, cost or expense arising out of, or in any way related to the willful misconduct of MCRPC or the County.

(f) Upon nonrenewal or termination of the sublease, sublessee may remove removable partitions, desks, shelving equipment and fixtures incidental to the sublessee's operation, provided any damage resulting from said removal is repaired by sublessee. Any items not removed within five (5) days after termination or nonrenewal of said sublease shall, at the County's option, be deemed abandoned and become the property of the County, with any cost for removal of same charged back to sublessee.

(g) The County reserves the following rights exercisable with notice in writing to MCRPC and sublessees where indicated in the following paragraphs (except in case of an emergency which is likely to result in serious damage to property or loss of life ("Emergency") no notice shall be required) and without liability to sublessees and without effecting an eviction, constructive or actual, or disturbance

of sublessees use or possession, or giving rise to any claim for setoff or abatement of rent:

(i) To retain at all times and to use in appropriate instances keys to all doors within and into the Premises. If any locks are changed by MCRPC, MCRPC shall promptly provide the County with multiple copies of keys for such new locks, along with labels for such keys.

(ii) Upon five days advance written notice to MCRPC and all sublessees, to make repairs, alterations, additions or improvements, whether structural or otherwise (the "Work"), in and about the Premises, or any part thereof, and for such purpose to enter upon the Premises, and during the continuation of the Work, to temporarily close doors, entryways and corridors in the Premises and to interrupt or temporarily suspend services and facilities. Unless warranted by an Emergency, the Work and the County's presence at the Premises shall not unreasonably interfere with MCRPC's or sublessee's ability to conduct its normal business operations or their use or enjoyment of the Premises.

(iii) Materials meant to be employed for explosive purposes shall not be used or stored on the Premises except with the prior written consent of the Milwaukee County Director of Public Works and Development, Milwaukee County Risk Management and the Milwaukee County Property Insurance Underwriter or its authorized agents.

MCRPC shall require sublessees to use hazardous materials in or about the Premises, if any, in compliance with all federal, state and local laws, regulations and ordinances. Sublessee agrees to promptly cease and correct any practice which constitutes an unreasonable fire or safety hazard in the opinion of MCRPC, the County's property insurance underwriter or its authorized agents, or any governmental authority responsible for building and/or fire code enforcement, or Milwaukee County Risk Management Department (the "Inspectors"). Upon five days advance written notice for inspection by the County's property insurance underwriter or its authorized agents, (except in case of Emergency) MCRPC and sublessees agree to make the Premises available for inspection by the Inspectors.

(iv) To prohibit any advertising by sublessee which in the County's reasonable opinion impairs the reputation or desirability of the Premises, upon written notice from the County of such objections, sublessee shall promptly discontinue such advertising. Sublessee shall agree that it shall not conduct any advertising or publicity campaign which will so impair the reputation or desirability of the Premises.

(v) MCRPC and the County Director of Public Works shall jointly establish guidelines for any signs which MCRPC and sublessees may wish to place on or about the Premises.

(vi) To enforce by eviction or other means that the Premises not be used for lodging, the dispensing of alcoholic beverages, or for any immoral or illegal purpose.

(vii) To tow away or remove, at the expense of the owner, any vehicle or other object which is improperly parked or stored or placed in a drive, fire lane or no parking zone. All vehicles shall be parked at the sole risk of the owner, and the County assumes no responsibility for any damage to or loss of vehicles.

(h) That sublessee shall provide safe, federal, state, county and city code compliant storage of any potentially hazardous materials used in sublessee's operation. As required by law, regulation or ordinance, sublessee shall provide the County and city authorities with Material Product Safety Data regarding any hazardous materials. Sublessee shall provide for code compliant disposal of any hazardous waste generated by the sublessee's business and such disposal shall be provided at sublessee's expense.

(i) Upon termination of a sublease in any manner, sublessee shall surrender possession of the Premises in as good condition and repair as at the commencement of the sublease, ordinary wear and tear excepted.

(j) The County reserves the right to enter the Premises upon five days advance written notice to MCRPC and all sublessees (except for an Emergency, in which case no notice

shall be required) to inspect them, perform required maintenance and repairs or make additions, alterations or modifications to any part of the building in which the Premises are located (the "Work"), and the sublessee shall permit the County to do so. The County may erect scaffolding, fences and similar structures, post relevant notices and place movable equipment in connection with the making of such alterations, additions or repairs, all without incurring liability to the County for disturbance of quiet enjoyment of the Premises or loss of occupation thereof. Unless warranted by an Emergency, the Work and the County's presence at the Premises shall not unreasonably interfere with MCRPC's or sublessees' ability to conduct its normal business operations or their use or enjoyment of the Premises.

(k) No interruption in, or temporary stoppage of, any services caused by repairs, renewals, improvements, alterations, normal breakdowns, strikes, lockouts, labor controversy, accidents, fire, inability to obtain fuel or supplies, or other causes beyond the reasonable control of the County shall be deemed an eviction or disturbance of sublessees' use and possession or relieve sublessees from any obligation set forth herein, unless caused by the willful misconduct of the County.

(l) If M-1 is damaged or destroyed by fire or other casualty to any extent that the cost to repair is

excessive in the opinion of the County, then the County may elect to either promptly repair same or, by written notice to MCRPC and all sublessees given within ninety (90) days of the date of such damage or destruction, terminate this Lease and all subleases. If the County elects to repair M-1, this Lease and all subleases shall remain in full force and effect. If the sublease remains in full force and effect, the rent on the Premises shall abate to the extent that they are not usable by sublessee. In the interim, the County shall attempt to provide like space in M-1 at the sublease per square foot rental rate. Should the sublease be terminated as the result of this paragraph, the rent shall abate from the date of damage or destruction.

(m) The County is a municipal body corporate that is self-funded for liability under sections 893.80 and 895.46(1) of the Wisconsin Statutes. Such protection is applicable to officers, employees and agents while acting within the scope of their employment or agency. Since this is statutory indemnification, there is no liability policy as such that can extend protection to any others. Sublessee to the fullest extent permitted by law shall bear that responsibility and resultant liability because of personal injury and/or property damage which is based upon their own negligent acts or omissions.

(n) Sublessee agrees that the County shall not be liable for injury to sublessee's business or any loss of

income therefrom or for damage to or the theft of the goods, wares, merchandise or other property of sublessee, and, to the extent permitted by law, sublessee's employees, invitees, customers or any other person in or about the Premises, nor shall the County be liable for injury to the person or property of sublessee, sublessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, lighting fixtures, windows or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the building of which the subleased are a part, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to sublessee, except for loss, damage or injury resulting from the willful misconduct of the County.

7. LEASEHOLD MORTGAGE OR DEBT: In no event shall the Premises be used by MCRPC or sublessees to secure debt or guarantee or mortgage the sublessees' operation, equipment, refinancing or any other obligations.

8. UTILITIES AND OTHER ITEMS: All utilities, lighting ballasts and starters and window repairs necessary prior to the Commencement Date, shall be provided and are

included in the base rental amount. In the event that sublessee installs or utilizes air conditioning units, machinery, computers, equipment or other devices requiring electrical energy in excess of normal incidental office use, sublessee shall pay an additional amount equal to the reasonable estimate of the increased cost. MCRPC and the County shall mutually determine, the charges, if any, for this excess utility usage by any sublessees and sublessee shall pay such charges through its sublease. Meters may be installed by the County to measure such utility use beyond incidental office use with payments due to the County from user for such use at rates consistent with all others on County grounds.

9. REFUSE DISPOSAL AND ENVIRONMENTAL MATTERS:

(a) Refuse Disposal. MCRPC shall, at its expense, provide or have its sublessees provide for refuse disposal service for the Premises. MCRPC shall also provide or have its sublessees provide, at its expense, for code compliant disposal of any hazardous waste generated by itself or its sublessees for the Premises. All materials used at the Premises shall be used in compliance with all applicable laws, regulations and ordinances. The County shall have no liability for any removal or clean-up costs of any materials deposited on the Premises by MCRPC or its sublessees. Any and all uses of the Premises shall be in compliance with all applicable federal, state and local laws, rules, regulations and ordinances.

(b) Environmental. MCRPC (if directly caused by MCRPC) or sublessee (if directly caused by sublessee) agree to indemnify and save harmless the County, its employees, officers and agents from and against any and all costs or expenses, including reasonable attorneys and consultant's fees, and any and all liabilities, including cleanup costs, attributable to or arising out of any adverse environmental condition or hazardous materials belonging to or being directly caused to exist by MCRPC or sublessee or their employees, officers, agents or invitees.

MCRPC (if directly caused by MCRPC) and sublessee (if directly caused by sublessee) agree to bear their financial responsibility and legal liabilities pursuant to environmental impairment and hazardous material, including environmental requirements to this section which may accrue as respects their direct actions.

These financial responsibilities shall include, but not be limited to, the burden and expense of defending all suits and administrative proceedings and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such affected persons due to any and all MCRPC (if directly caused by MCRPC) or sublessee (if directly caused by sublessee) environmental impairment and/or hazardous material liabilities.

MCRPC (if directly caused by MCRPC) or sublessee (if directly caused by sublessee) shall, at its sole cost and expense, promptly take all actions required by any federal, state or local governmental agency or political subdivision or which are reasonably necessary to mitigate environmental damages and to allow full economic use of the property, which requirements or necessity arise from the presence upon, about or beneath the property of a hazardous material or failure to comply with environmental requirements, which were directly caused by MCRPC or sublessee (as applicable) or their employees, officers, agents or invitees (as applicable) during the term of this Lease, or found after the Lease. Such actions shall include, but not be limited to, the investigation of the environmental condition of the property, the preparation of any feasibility studies, reports or remedial plans, and the performance of any cleanup, remediation, containment, monitoring or restoration work, whether on or off the property. MCRPC (if directly caused by MCRPC) or sublessee (if directly caused by sublessee) shall take all reasonable actions necessary to restore the property to the condition existing prior to the introduction of hazardous material upon, about or beneath the property, notwithstanding any lesser standard of remediation allowable under applicable law or governmental policies, and to the satisfaction of the County. MCRPC (if directly caused by

MCRPC) or sublessee (if directly caused by sublessee) shall provide a good faith effort as respects ordinary government practices to conduct such investigatory and remedial actions. MCRPC shall immediately inform the County of all information regarding environmental impairment and hazardous materials (when the same become known to MCRPC) related incidents which occur on the property or have an effect on the property.

10. DELINQUENT PAYMENTS:

(a) Interest. Unless waived by the County Board of Supervisors, MCRPC (only upon imposition of liability for delinquent rent as described in section 5 herein and after the expiration of a 30-day grace period thereafter) and sublessee shall be responsible for payment of interest on amounts not remitted in accordance with the terms of the sublease. The rate of interest shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month or fraction of a month) as described in Subsection 74.80(1) Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established in the sublease.

(b) Penalty. In addition to the interest described above, MCRPC (only upon imposition of liability for delinquent rent as described in section 5 herein and after the expiration of a 30-day grace period thereafter) and sublessee may be responsible for payment of penalty on amounts not

remitted in accordance with the terms of the sublease. Said penalty shall be the statutory rate in effect for delinquent County property taxes (presently .5% per month or fraction of a month) as described in Milwaukee County Ordinance Subsection 6.06(1) and Subsection 74.80(2). Wis. Stats. The obligation for payment and calculation thereof shall commence upon the day following the due dates established in the sublease.

(c) Audit Results. If, as a result of the annual audit required herein, additional amounts are disclosed to be due and owing from MCRPC to the County, interest and penalty shall be calculated thereon in accordance with the above method. MCRPC shall remit to the County any additional reasonable amounts identified due and owing for the audit including interest and penalty thereon within thirty (30) days following receipt of the audit report by the County.

(d) Nonexclusivity. This provision permitting collection of interest and penalty by the County on delinquent payments is not to be considered the County's exclusive remedy for MCRPC's default or breach with respect to delinquent payment. The exercise of this remedy is not a waiver by the County of any other remedy permitted under this Lease, including, but not limited to, termination of this Lease.

11. NONDISCRIMINATION: MCRPC and sublessees will not discriminate on the grounds of race, color, national origin, age, sex or handicap. The parties will not participate either

directly or indirectly in the discrimination prohibited by Chapter 56 of the Milwaukee Ordinances and Administrative Code. That in the event of breach of any of the above nondiscrimination covenants which continue after written notice from the County to MCRPC or the sublessee, as applicable, the County shall have the right to terminate this Lease.

12. AFFIRMATIVE ACTION PROGRAM: MCRPC and sublessees agree that they will strive to implement the principles of equal employment opportunity through an effective affirmative action program in operating the Premises, which shall have as its objective to increase the utilization of women, minorities and handicapped persons and other protected groups.

The parties also agree that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

13. OPTION TO EXTEND LEASE: If (a) MCRPC is not in default with respect to any of its material obligations under the terms of this Lease at the time of exercise of its option to extend or the commencement of the extension term, and (b) the aggregate annual rents (MCRPC, sublessee and the County) for the year prior to such renewal date offset the County's variable costs of operating M-1, MCRPC shall have the right to extend the term of this Lease for three periods of one year each, subject to the following terms and conditions:

(a) each option to extend the term of this Lease shall be exercised, if at all, only by written notice to the County at least 30 days prior to the expiration of the original or extension term then in effect, (b) the minimum base rent of six dollars per square foot for any sublease entered into during the extension terms shall be increased to \$7.00, \$7.25 and \$7.50 for extension years 1, 2 and 3, respectively; (c) except as set forth in (a) and (b) above, all the terms and conditions of this Lease to the original Lease term shall be applicable to any extension terms.

14. MAINTENANCE OF M-1 AND PREMISES: The County, at its cost, shall continue to maintain and repair in good working order the roof, exterior walls, the elevators, structural parts of the Premises, utility and mechanical systems interior and exterior to the Premises existing as of the Commencement Date, as well as the grounds surrounding the Premises inclusive of the parking lot, driveway and sidewalks. This maintenance shall include, without limitation, snow removal from all walkways, drives and sidewalks and grass cutting and other landscaping to keep the Premises in good condition. However, the County shall not be required to make repairs by reason of negligence of MCRPC or its sublessee, agents, employees or invitees or by failure of MCRPC or its sublessee to perform and observe any of the conditions of this Lease or any subleases. The County shall also, promptly following the execution of

this Lease, remove all parking meters on or in the parking lot adjacent to the Premises and being leased to MCRPC. MCRPC or its sublessees shall also be responsible for maintaining and repairing any portion of the Premises damaged by it or its sublessees in a workmanlike manner and in compliance with all applicable laws, regulations and ordinances. The County shall ensure that the Premises is adequately heated. MCRPC or its sublessees, at their expense, shall be responsible for all day to day maintenance and interior custodial of the Premises occupied by any sublessee, restrooms, and common areas within the Premises, to include window repair from damage caused by MCRPC or its sublessees (all other window repairs shall be the County's responsibility), and replacement of light bulbs, and any leasehold improvements made to the Premises by MCRPC or its sublessees. In any event should the cost of repairs exceed the economic benefit of such repair in the discretion of the County, the County shall have the option to terminate this Lease and any sublease by giving 90-days advance written notice to MCRPC and copies thereof to known sublessees. Further, should the cost of repair of steam tunnels, water lines, sewer lines or any building service function, in the reasonable judgment of the County exceed the economic benefit of such repair, the County shall have the option to terminate this

Lease and any sublease by giving 90-days advance written notice to MCRPC and copies thereof to known sublessees.

Finally, if the County determines that it is beneficial for the County to demolish M-1, the County may terminate this Lease on 120-days advance written notice to MCRPC; provided, the County shall thereafter diligently pursue such demolition.

15. DEFAULT BY MCRPC:

(a) MCRPC's Payment. If MCRPC fails to pay when due a payment required to be made by MCRPC hereunder, and such default or failure shall continue for thirty (30) days after written notice, then the County may elect to terminate this Lease, to re-enter the Premises or any part thereof, to expel and remove MCRPC or any person or persons occupying the same and to repossess and enjoy the Premises.

(b) Other Defaults by MCRPC. If default is made by MCRPC in performance or observance of any substantial covenant or condition herein other than those specified in (a) above, and such default shall continue (i) for thirty (30) days after written notice thereof shall have been received by MCRPC or (ii) if such default is not of a type that can reasonably be corrected within thirty (30) days, for a period of time reasonably required for curing the same, and if MCRPC has not proceeded to and diligently pursued the curing thereof within a period of time reasonably required for curing the same, then

the County shall have the right to cure the default of MCRPC and charge the reasonable cost and expense of curing such default to MCRPC and to proceed to claim and collect in court the amount of said cost and expense as a debt due if not paid within ten (10) days after written demand that MCRPC pay the same.

16. QUIET ENJOYMENT: Subject to the County's ability to terminate this Lease in the event of default and thereby terminate all the subleases, the County agrees that if MCRPC and/or any sublessee shall observe and perform all the terms, covenants and conditions of this Lease and/or the sublease, as applicable, on its part to be observed and performed, MCRPC and/or such sublessee may peacefully and quietly enjoy the Premises and/or subleased premises subject to the terms and conditions of this Lease and/or the sublease.

17. THE COUNTY'S DEFAULT. If default be made by the County in the performance or observance of a substantial covenant or condition herein and such default shall continue (a) for thirty (30) days after written notice thereof shall have been received by County or (b) if such default is not of a type that can reasonably be corrected within thirty (30) days, for a period of time reasonably required for curing the same, and if the County has not proceeded to and diligently pursued the curing thereof within a period reasonably required for curing the same, then MCRPC shall have the right to cure the

default of the County and to proceed to claim and collect in court the amount of said reasonable cost and expense as a debt due if not paid within ten (10) days after written demand that the County pay the same.

18. MISCELLANEOUS PROVISIONS:

(a) Headings. The titles to sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Heirs and Assigns. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the County and MCRPC and their respective heirs, executors, administrators, successors and assigns.

(c) Non-waiver. Waiver by the County or MCRPC of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of this Lease, regardless of the County's or MCRPC's knowledge of such preceding breach at the time of acceptance or payment of base rent or additional rent.

(d) Entire Agreement. This Lease contains all covenants and agreements between the County and MCRPC relating in any manner to the base rent, additional rent, MCRPC's use and occupancy of the Premises and M-1, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect,

and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by the County and MCRPC.

(e) Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect. If the intent of any sections of this Lease so indicate, the obligations of the County and MCRPC pursuant to such sections of this Lease shall survive the termination of this Lease.

(f) No Accord and Satisfaction. No payment by MCRPC or receipt by the County of a lesser amount than the base rent, additional rent and other charges stipulated herein shall be deemed to be other than on account of the earliest stipulated base rent, additional rent or other charges, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the County shall accept such check or payment without prejudice to the County's right to recover the balance of such base rent, additional rent and other charges or pursue any other remedy in this Lease.

(g) Notices. All notices which the County or MCRPC may be required, or may desire, to serve on the other may be served by personal service or by mailing by registered or

certified mail, postage prepaid, at such address as the parties may from time to time designate to the other in writing. The time of rendition of such notice shall be deemed to be the time when the notice is either personally delivered or deposited in the mail as herein provided.

(h) Force Majeure: Time periods or deadlines for the County's or MCRPC's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time for which the nonperforming parties performance is prevented due to circumstances beyond the parties control, including, without limitation, labor disputes, embargoes, inclement weather and other acts of God, war or other strife.

APPROVED
FOR
EXECUTION
Patricia Henrich
3/15/93

MILWAUKEE COUNTY
BY *Pat Mansueti*
BY _____

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION
BY *[Signature]*
BY _____

State of Wisconsin)
) SS.
County of Milwaukee)

Personally came before me this 15TH day
of MARCH, 1993, the above-name to me known to be the

699WTS:LRB 12/14/92

person who executed the foregoing instrument and acknowledge
the same.

Judith A. DeBerke
(
Notary Public, State of Wisconsin
My commission 4-10-94)

This instrument was drafted by: .

(Signatures may be authenticated
or acknowledged. Both are not
necessary.)



June 10, 2008

Milwaukee County
Attn: Scott Walker, County Executive
Toni Clark, Chairperson Economic and
Community Development Committee
Lee Holloway, Board Chairperson
William J. Domina, Corporation Counsel
Milwaukee County Courthouse
901 North Ninth Street
Milwaukee, WI 53233

Ladies and Gentlemen:

Re: Milwaukee County Research Park
Corporation ("MCRPC") Exercise
of its Option to Extend the M-1
Building Lease (the "Lease")

This letter is to notify you that MCRPC, at its June 10, 2008 Board meeting, authorized the extension of the Technology Innovation Center ("TIC") Lease for an additional five years. As you know, the TIC has been a tremendous success, creating and retaining technology and research jobs and businesses in Milwaukee County. This success has required MCRPC to extend the Lease to accommodate its research and technology tenants which typically lease space for up to three-year terms. The Lease, which expires on September 30, 2008, must now be extended to accommodate the lease needs of such tenants.

Milwaukee County (the "County") and MCRPC entered into a certain Lease for part of the building formerly known as the Muirdale M-1 Building, now known as the TIC, and certain parking related thereto, which Lease was dated as of March 15, 1993 (the "Original Lease"). The County and MCRPC also entered into that certain TIC Agreement, further defining their relationship related to the TIC, which agreement was dated March 9, 1993 (the "TIC Agreement"). The Original Lease was amended by certain First Amendment to Lease dated as of April 26, 1994, that certain Lease Extension Agreement dated March 25, 1995,

Milwaukee County
June 10, 2008
Page 2

and that certain Third Amendment dated as of February 19, 1999, and further amended by that certain Fourth Amendment to Lease executed by the County on August 31, 1999. The Original Lease and the TIC Agreement, as amended, shall hereinafter be referred to as the "Lease."

The term of the Lease extends through September 30, 2008, and MCRPC has the ability to extend the Lease for up to two five-year additional terms.

MCRPC hereby formally notifies the County, as permitted by the Lease, that it is extending the term of the Lease through September 30, 2013. As provided for in the Lease, all the terms and conditions of the Lease applicable to the existing term shall be applicable to the extended term.

Please contact William Ryan Drew or Guy T. Mascari at the Research Park at 414-778-1400 if you have any questions or comments regarding this matter. MCRPC looks to a continuing mutually beneficial relationship with the County at the TIC.

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY


James N. Elliott, Chairman

BY


William Ryan Drew
Executive Director

MW618797
Encs.

cc Mr. Guy T. Mascari
Mr. William Invie Shroyer

FIRST AMENDMENT TO LEASE BETWEEN
MILWAUKEE COUNTY AND MILWAUKEE COUNTY
RESEARCH PARK CORPORATION FOR THE
BUILDING COMMONLY KNOWN AS M-1 ("First Amendment")

April

This Agreement is dated as of ~~February~~²⁶, 1994 between
MILWAUKEE COUNTY (the "County") and the MILWAUKEE COUNTY
RESEARCH PARK CORPORATION ("MCRPC").

RECITALS

A. The County and MCRPC entered into a certain lease for part
of the M-1 Building, which lease is dated as of March 15, 1993 (the
"Lease").

B. The County and MCRPC now desire to expand the definition
of the Premises.

AGREEMENTS

In consideration of the Recitals and the mutual agreements which
follow and other good and valuable consideration (the receipt and sufficiency of
which is hereby acknowledged by the parties), the County and MCRPC agree as
follows:

1. Premises. The first sentence in section 1 of the Lease shall be
deleted in its entirety and the following shall be inserted in its place:

The County hereby leases to MCRPC those portions of
the building commonly known as M-1 making up part of the
basement and the entire first, second and third floors of M-1 as
depicted on Rider No. 1 to this First Amendment to Lease and
incorporated herein (the "Premises") consisting of approximately
97,936 square feet and the approximately 120 parking spaces located
adjacent to M-1 for exclusive use by MCRPC and its subleasees.

2. Effective Date. The effective date of this First Amendment is
as follows: the third floor shall be added to the description of the Premises as of
the date of execution by both parties of this First Amendment, and the third floor
shall be delivered to MCRPC broom clean and in good condition, ordinary wear
and tear excepted.

3. No Other Amendments. Except as specifically amended by this First Amendment, the Lease shall remain unmodified and in full force and effect.

MILWAUKEE COUNTY

BY

[Signature]
Its Director of Public Works

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY

[Signature]
Its Acting Executive Director

REINHART | BOERNER | VAN DEUREN
NORRIS & RIESELBACH, S.C.

ATTORNEYS AT LAW

RECEIVED
ECONOMIC DEVELOPMENT
DIVISION

MAR 21 1995

DEPT. OF ADMINISTRATION
MILWAUKEE COUNTY



March 20, 1995

SENT VIA FACSIMILE
DELIVERED BY MESSENGER

Timothy Casey, Director
Economic Development
907 North 10th Street
Room 309
Milwaukee, WI 53233

Ms. Kathleen Goldammer
Milwaukee County Research Park
Corporation
10437 Innovation Drive
Wauwatosa, WI 53226

Andrew Hunsick, Principal Assistant
Corporation Counsel
901 North 9th Street
Milwaukee, WI 53233

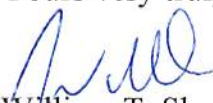
Dear Sirs and Madam:

Re: M-1 Lease Agreement

I enclose for your review a revised draft of the Lease Extension Agreement (the "Agreement") which incorporates the resolution adopted by Milwaukee County. Based on my discussions with Mr. Hunsick, attaching the resolution should finalize this matter. I have sent six execution originals of this Agreement to Mr. Casey for signature.

If you have any questions or comments regarding this matter, please contact me at your convenience. If I have not received your response by 3 p.m. on Tuesday, March 21, I will assume you find the Agreement acceptable. Unfortunately, I will be out of the office from Tuesday, March 21 through Monday, March 27.

Yours very truly,


William T. Shroyer

12919WTS:PF

Enc.

LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT (the "Agreement") is dated as of this 25 day of March, 1995 by and between MILWAUKEE COUNTY, a municipal body corporate (the "County") and MILWAUKEE COUNTY RESEARCH PARK CORPORATION, a Wisconsin non-stock corporation ("MCRPC").

RECITALS

The County and MCRPC acknowledge the following:

A. The County and MCRPC entered into a lease agreement dated March 15, 1993 (the "Lease") for certain premises commonly known as the Muirdale Building ("M-1") making up part of the basement and the entire first floor and second floor of M-1 as depicted on Exhibit A attached to the Lease (the "Premises") consisting of approximately 76,847 square feet and the approximately 26 parking spaces immediately adjacent to M-1 for exclusive use by MCRPC and its sublessees.

B. The Lease is scheduled to expire on March 25, 1998 (the "Expiration Date").

C. The Lease provides MCRPC with three one-year extension options following the Expiration Date.

D. MCRPC desires to enter into certain sublease agreements (the "Subleases") for certain space in the Premises, which Subleases shall expire after the Expiration Date.

E. MCRPC desires to have the option to add part of the previously excluded portion of the basement in the definition of the Premises.

F. The County has authorized execution of this Agreement by the Resolution attached hereto and incorporated herein as Exhibit B. The County and MCRPC now desire to extend and modify the Lease pursuant to the terms and conditions set forth herein.

AGREEMENTS

In consideration of the Recitals and mutual agreements which follow, MCRPC and the County agree as follows:

1. The conditions to extending this Lease have been satisfied, section 13 of the Lease is hereby deleted, and the term of this Lease is hereby extended for 3 years with a new Expiration Date of March 25, 2001.

2. MCRPC shall have no further renewal rights under the Lease unless mutually agreed to by the County and MCRPC.

3. Minimum base rent for the extension term shall be as follows:

<u>Extension Year</u>	<u>Minimum Base Rent</u>
1	\$7.00/square foot 3/26/98 - 3/25/99
2	\$7.25/square foot 3/26/99 - 3/25/00
3	\$7.50/square foot 3/26/00 - 3/25/01

4. The County hereby grants MCRPC the option to add all, or any portion, of the previously excluded portion of the basement of M-1 in the definition of the Premises, except in no event shall such addition include any utility room or boiler room in the basement. If MCRPC desires to add all, or any portion, of the previously excluded portion of M-1, MCRPC shall give the County ten days advance written notice describing the additional space taken and on the tenth day after MCRPC sending notice, such additional space shall automatically become part of the Premises for all purposes of the Lease.

5. All terms and conditions of the Lease shall remain unmodified and in full force and effect through the new Expiration Date unless specifically modified by the terms of this Agreement.

MILWAUKEE COUNTY

BY 

Its DIRECTOR - DPW

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY 

Its ACTING EXECUTIVE DIRECTOR

EXHIBIT B

A RESOLUTION
Authorizing Extension of the Lease of a
Portion of the M-1 Building for
Use as a Technology Incubator

WHEREAS, in December, 1992 the County Board authorized a lease of portions of the M-1 (Muirdale) building on the Milwaukee County Grounds to the Milwaukee County Research Park Corporation (MCRPC) for use as a technology incubator; and

WHEREAS, in March, 1993 this lease was executed and MCRPC began the process of converting M-1 into a technology incubator; and

WHEREAS, in the two years since then, MCRPC has been successful in rehabilitating major portions of the building and in attracting 18 tenants who currently occupy in excess of 30,000 square feet; and

WHEREAS, MCRPC continues to negotiate with additional tenants interested in leasing space at the Technology Innovation Center; and

WHEREAS, the original lease was for five years, with three one year extensions, and is set to expire in 1998, if not extended; and

WHEREAS, MCRPC will soon be in a position where they can not enter into firm 3 year leases because of this expiration date; and

WHEREAS, MCRPC has requested an extension of the original lease for three years, effectively converting three one-year extensions into one three-year extension; and

WHEREAS, MCRPC has been successful in developing the Technology Innovation Center into one of the largest and most successful technology incubators in the country, and it is in the best interests of Milwaukee County and the Research Park to continue this success; now, therefore

BE IT RESOLVED, that the Director of Public Works is authorized to enter into a three year extension of the lease of portions of the M-1 building to the Milwaukee County Research Park Corporation for continued use as a technology incubator.

Fiscal Note: Adoption of this resolution would result in an incremental increase in revenues to both Milwaukee County and the Milwaukee County Research Park Corporation as additional space is leased to technology companies.



June 10, 2008

Milwaukee County
Attn: Scott Walker, County Executive
Toni Clark, Chairperson Economic and
Community Development Committee
Lee Holloway, Board Chairperson
William J. Domina, Corporation Counsel
Milwaukee County Courthouse
901 North Ninth Street
Milwaukee, WI 53233

Ladies and Gentlemen:

Re: Milwaukee County Research Park
Corporation ("MCRPC") Exercise
of its Option to Extend the M-1
Building Lease (the "Lease")

This letter is to notify you that MCRPC, at its June 10, 2008 Board meeting, authorized the extension of the Technology Innovation Center ("TIC") Lease for an additional five years. As you know, the TIC has been a tremendous success, creating and retaining technology and research jobs and businesses in Milwaukee County. This success has required MCRPC to extend the Lease to accommodate its research and technology tenants which typically lease space for up to three-year terms. The Lease, which expires on September 30, 2008, must now be extended to accommodate the lease needs of such tenants.

Milwaukee County (the "County") and MCRPC entered into a certain Lease for part of the building formerly known as the Muirdale M-1 Building, now known as the TIC, and certain parking related thereto, which Lease was dated as of March 15, 1993 (the "Original Lease"). The County and MCRPC also entered into that certain TIC Agreement, further defining their relationship related to the TIC, which agreement was dated March 9, 1993 (the "TIC Agreement"). The Original Lease was amended by certain First Amendment to Lease dated as of April 26, 1994, that certain Lease Extension Agreement dated March 25, 1995,

Milwaukee County
June 10, 2008
Page 2

and that certain Third Amendment dated as of February 19, 1999, and further amended by that certain Fourth Amendment to Lease executed by the County on August 31, 1999. The Original Lease and the TIC Agreement, as amended, shall hereinafter be referred to as the "Lease."

The term of the Lease extends through September 30, 2008, and MCRPC has the ability to extend the Lease for up to two five-year additional terms.

MCRPC hereby formally notifies the County, as permitted by the Lease, that it is extending the term of the Lease through September 30, 2013. As provided for in the Lease, all the terms and conditions of the Lease applicable to the existing term shall be applicable to the extended term.


Please contact William Ryan Drew or Guy T. Mascari at the Research Park at 414-778-1400 if you have any questions or comments regarding this matter. MCRPC looks to a continuing mutually beneficial relationship with the County at the TIC.

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY


James N. Elliott, Chairman

BY


William Ryan Drew
Executive Director

MW618797
Encs.

cc Mr. Guy T. Mascari
Mr. William Invie Shroyer



COPY

August 15, 2000

Milwaukee County
Attn: F. Thomas Ament, County Executive
Linda Ryan, Chairperson Economic and
Community Development Committee
Karen M. Ordinans, Board Chairperson
Robert Ott, Corporation Counsel
Milwaukee County Courthouse
901 North Ninth Street
Milwaukee, WI 53233

Ladies and Gentlemen:

Re: Milwaukee County Research Park
Corporation ("MCRPC") Exercise
of its Option to Extend the M-1
Building Lease (the "Lease")

This letter is to notify you that MCRPC, at its July 18, 2000 Board meeting, authorized the extension of the Technology Innovation Center ("TIC") Lease for an additional five years. As you know, the TIC has been a tremendous success, creating and retaining technology and research jobs and businesses in Milwaukee County. This success has required MCRPC to extend the Lease to accommodate its research and technology tenants, which typically lease space for three-year terms. The Lease, which expires on September 30, 2003, must now be extended to accommodate the lease needs of such tenants.

Milwaukee County (the "County") and MCRPC entered into a certain Lease for part of the building formerly known as the Muirdale M-1 Building, now known as the TIC, and certain parking related thereto, which Lease was dated as of March 15, 1993 (the "Original Lease"). The County and MCRPC also entered into that certain TIC Agreement, further defining their relationship related to the TIC, which agreement was dated March 9, 1993 (the "TIC Agreement"). The Original Lease was amended by certain First Amendment to Lease dated as of April 26, 1994, that certain Lease Extension Agreement dated March 25, 1995, and that certain Third Amendment dated as of February 19, 1999, and further amended by that certain Fourth Amendment to Lease executed by the County on

Milwaukee County
August 15, 2000
Page 2

August 31, 1999. The Original Lease and the TIC Agreement, as amended, shall hereinafter be referred to as the "Lease."

The term of the Lease extends through September 30, 2003, and MCRPC has the ability to extend the Lease for up to three five-year additional terms.

MCRPC hereby formally notifies the County, as permitted by the Lease, that it is extending the term of the Lease through September 30, 2008. As provided for in the Lease, all the terms and conditions of the Lease applicable to the existing term shall be applicable to the extended term.

Please contact William Ryan Drew or Guy T. Mascari at the Research Park at 414-778-1400 if you have any questions or comments regarding this matter. MCRPC looks to a continuing mutually beneficial relationship with the County at the TIC.

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY



William Ryan Drew
Executive Director

MW\618797

Encs.

cc Mr. Guy T. Mascari
Mr. William T. Shroyer

AUTHORIZATION RESOLUTION: 2000—3 5-YEAR EXTENSION
OF TECHNOLOGY INNOVATION CENTER MASTER LEASE
WITH MILWAUKEE COUNTY

ACTION TAKEN
BY THE MILWAUKEE COUNTY RESEARCH PARK
CORPORATION (the "Corporation") AT ITS REGULARLY
SCHEDULED BOARD OF DIRECTORS MEETING ON
JULY 18, 2000 (the "Board Meeting")

I, James N. Elliott, Chairman of the Board of Directors of the Corporation,
and I, Guy T. Mascari, Director of Development for the Corporation, hereby
certify and confirm the following:

1. That the Board of Directors at the Board Meeting, fully approved
and authorized the five-year extension of the lease for the building formerly known
as the Muirdale M-1 Building, now know as the Technology Innovation Center
(the "Lease"), which will result in the extension of the term of the Lease through
September 30, 2008, on the same terms and conditions as the current term of the
Lease.

2. The Corporation authorized and directed, its Chairman of the Board,
James N. Elliott or William Ryan Drew, its Executive Director, acting alone or
together, to execute all extension notices, agreements, documents, instruments,
affidavits and other items as they, in their discretion, deem appropriate to
effectuate the intent of the Corporation to extend the Lease with the County.

3. No further action or approval is required by the Corporation or its
Board of Directors to authorize, approve or direct the completion of the above-
described action, all such necessary approvals and authorizations having been
obtained at the Board Meeting.

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY 

James N. Elliott, Chairman of the
Board

BY 

Guy T. Mascari, Director of
Development

REINHART | BOERNER | VAN DEUREN
NORRIS & RIESELBACH, S.C.

ATTORNEYS AT LAW

April 11, 2000

Guy T. Mascari
Director of Marketing
Milwaukee County Research
Park Corporation
10437 Innovation Drive, Suite 123
Milwaukee, WI 53226

Dear Guy:

Re: Ability of MCRPC to Exercise its
Options to Extend the M-1 Lease
(the "Lease")

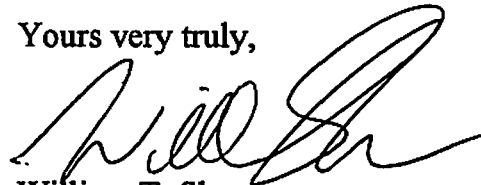
Pursuant to your request, I am sending this letter to confirm that the Fourth Amendment to Lease between Milwaukee County (the "County") and MCRPC for the building commonly known as M-1 (the "Fourth Amendment") provides MCRPC with the unilateral right to three five-year options to extend the term of the M-1 Lease.

As a prerequisite to MCRPC exercising its option, MCRPC may not be in default with respect to any of its obligations under the Lease, and MCRPC shall provide written notice to the County at least 120 days prior to the expiration of the original or extension term then in effect. If these conditions are satisfied, MCRPC has the unilateral right to extend the terms of the M-1 Lease. Even though you have this unilateral right, as a practical matter, if you are entering into subleases with tenants for a term extending beyond the currently extended term of the M-1 Lease, it would be prudent to extend the M-1 Lease with the County to enable you to satisfy your obligations under the terms of such Sublease. If there are other overriding concerns which lead you to the conclusion that MCRPC does not desire to extend the M-1 Lease with the County now, MCRPC has the right to exercise such options at such later dates, MCRPC can make commitments to subtenants which will be fulfilled by MCRPC later exercising its options to extend the M-1 Lease with the County. Of course, in this later scenario, it is imperative for MCRPC to not be in default and to provide the requisite notice, otherwise it would be liable to subtenants for failing to deliver on its Sublease obligations.

Guy T. Mascari
Director of Marketing
April 11, 2000
Page 2

Please contact me at your convenience if you have any comments or questions regarding this matter.

Yours very truly,

A handwritten signature in black ink, appearing to read 'William T. Shroyer', written in a cursive style.

William T. Shroyer

MW\604576WTS:LLR

FOURTH AMENDMENT TO LEASE BETWEEN
MILWAUKEE COUNTY AND
MILWAUKEE COUNTY RESEARCH PARK CORPORATION
FOR THE BUILDING COMMONLY KNOWN AS
M-1 ("Fourth Amendment")

This Fourth Amendment is dated as of September 30, 1998 between MILWAUKEE COUNTY (the "County") and the MILWAUKEE COUNTY RESEARCH PARK CORPORATION ("MCRPC").

RECITALS

1. The County and MCRPC entered into a certain lease for part of the building formerly known as the Muirdale M-1 Building, now known as the Technology Innovation Center (the "TIC"), and certain parking related thereto, which lease was dated as of March 15, 1993 (the "Original Lease").
2. The County and MCRPC entered into a certain TIC Agreement, further defining their relationship related to the TIC, which agreement was dated as of March 9, 1993 (the "TIC Agreement").
3. The Original Lease was amended by that certain First Amendment to Lease between the County and MCRPC for the TIC ("First Amendment"), which was dated as of April 26, 1994.
4. The Original Lease, the TIC Agreement, as modified by the First Amendment, were extended by that certain Lease Extension Agreement, dated as of March 25, 1995 (the "Second Amendment"), which extended the Lease through March 25, 2001.
5. The Original Lease, the TIC Agreement, as modified by the First Amendment and Second Amendment, was further amended by the Third Amendment ("Third Amendment"), dated as of February 19, 1998 (expanding the premises to the entire TIC).
6. The Original Lease, the TIC Agreement, as amended by the First Amendment, extended by the Second Amendment, and amended by the Third Amendment, shall hereinafter be collectively referred to as the "Lease."
7. The County and MCRPC now desire to extend the term of the Lease through September 30, 2003 and grant MCRPC three five-year options to extend the Lease.

8. The County has authorized execution of this Agreement by the Resolution attached hereto and incorporated herein as Exhibit A. MCRPC has authorized execution of this Agreement by Authorization Resolution adopted at its February 10, 1998 Board of Directors meeting. The County and MCRPC now desire to modify and amend the Lease pursuant to the terms and conditions set forth herein.

AGREEMENTS

In consideration of the Recitals and mutual agreements which follow, the County and MCRPC agree as follows:

1. Term. The Term of the Lease is hereby extended through September 30, 2003.

2. Options to Extend. The County hereby grants MCRPC three five-year options to extend the term of the Lease on the following terms and conditions. If MCRPC is not in default with respect to any of its obligations under the terms of this Lease at the time of the exercise of its option to extend, MCRPC shall have the right to extend the term of this Lease for three additional periods of five years each, subject to the following terms and conditions:

(a) The first option shall commence on October 1, 2003.

(b) Each option to extend the term of this Lease shall be exercised, if at all, only by written notice to the County at least 120 days prior to the expiration of the original or extension term then in effect.

(c) Except as set forth in (a) and (b) above, all terms and conditions of this Lease applicable to the original Lease Term shall be applicable to any extension terms.

3. Effective Date. This Fourth Amendment shall be effective as of the date of execution by both parties of this Fourth Amendment.

4. No Other Modification. Except as specifically amended by this Third Amendment, the Lease shall remain unmodified and in full force and effect.

APPROVED
FOR
EXECUTION
Andrew Henschel
CORPORATION
COUNSEL
8/31/99

MILWAUKEE COUNTY

BY *Thomas C. Keenan*
Acting Director of Public Works

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY *James N. Elliott*
James N. Elliott
Chairman of the Board

Attest:

William R. Drew
William R. Drew
Executive Director

EXHIBIT A

File No. 98-348
(Journal, June 18, 1998)

1
2

3 (ITEM 16) Resolution by Supervisors Ryan, Jasenski, Dean and others, relating to
4 distribution of revenue from the sale of Milwaukee County Research Park Corporation
5 (MCRPC) leased lands, repayment of funds advanced to MCRPC and funding of MCRPC
6 annual operating budgets, by recommending adoption of the following:

7

AN AMENDED RESOLUTION

8 WHEREAS, a Blue Ribbon Task Force appointed by former County Executive
9 William F. O'Donnell in April, 1984, recommended that Milwaukee County develop a
10 research and technology park on County Institutions land located in the City of
11 Wauwatosa; and

12 WHEREAS, the Milwaukee County Board of Supervisors considered the
13 recommendations contained in the final report of the Blue Ribbon Task Force in May,
14 1986, and unanimously endorsed the report and its findings (File Nos. 84-945 and 86-84);
15 and

16 WHEREAS, the Milwaukee County Research Park Corporation (MCRPC) was
17 incorporated as a private, non-profit entity in May, 1987; and in January, 1992, the County
18 Board of Supervisors unanimously approved a 100 year Ground Lease, Restrictive
19 Covenants, a Master Plan, and a Development Agreement with the MCRPC for
20 approximately 175 acres of County-owned land; and

21 WHEREAS, in March, 1992, the MCRPC received its first funding advance from
22 Milwaukee County, as provided for in the development agreement; and

23 WHEREAS, from 1989-1993, the MCRPC incurred expenditures for "soft-costs" that
24 are present in a major real estate development, such as, site planning, legal issues,
25 environmental investigation, economic feasibility, TID analysis and marketing; and

26 WHEREAS, since 1994, the MCRPC has installed public improvements financed by
27 a Tax Incremental District (TID) which have added \$7.6 million to the value of its leased
28 land holdings; and

29 WHEREAS, the MCRPC also leases the former Muirdale Sanitarium (M-1 Building)
30 from Milwaukee County and has invested approximately \$1 million in the development of
31 an incubator facility, the Technology Innovation Center; and

32 WHEREAS, the MCRPC has, with the approval of Milwaukee County, sold 24 acres
33 of land for construction of a corporate headquarters and two multi-tenant buildings,

34 development which has added approximately \$25 million in new tax base; and

35 WHEREAS, the Milwaukee County Research Park is currently home to nearly 40
36 companies, occupying approximately 275,000 square feet of space and employing over
37 900 people; and

38 WHEREAS, the County Board of Supervisors has directed the Department of
39 Administration (File No. 97-727) to "review the administration and policies of the
40 Economic Development Division and the Milwaukee County Research Park Corporation
41 and staff and recommend changes, if any, to the Committee on Economic Development
42 and the County Board..."; and

43 WHEREAS, the Director of the Department of Administration, in a report dated
44 March 4, 1998, submitted a series of recommendations related to the MCRPC's operating
45 budget, staffing, management of the TIC and distribution of land sale revenue; and

46 WHEREAS, these recommendations were submitted to the MCRPC Board of
47 Directors for review and consideration; and

48 WHEREAS, the MCRPC Board of Directors, at a meeting on April 28, 1998,
49 endorsed the following recommendations to be considered by Milwaukee County:

- 50 1. Amount of tax levy advance to be considered MCRPC debt - \$1.2 million.
- 51 2. 65% of land sales revenue be paid to Milwaukee County.
- 52 3. Land sale revenue paid Milwaukee County be considered as payment of
53 MCRPC debt.
- 54 4. MCRPC agrees not to request tax levy to support its operations.
- 55 5. Milwaukee County agrees to authorize the sale of remaining MCRPC leased
56 land located within the southwest quadrant of the County Grounds.
- 57 6. Milwaukee County agrees to extend the Technology Innovation Center lease to
58 September 30, 2003, and grant three five-year options to lease commencing
59 October 1, 2003.

60 and

61 WHEREAS, on May 28, 1998 the Milwaukee County Research Park Corporation
62 Board approved a "Research Park Corporation Affirmative Action Plan" thereby declaring
63 its commitment to the principle of equal employment opportunity by declaring the

64 following four objectives and five implementation steps to advance the diversity of
65 employees working in Milwaukee County Research Park businesses:

66 Objectives:

- 67 1) To increase the pool of minority applicants qualified for employment at the
68 Milwaukee County Research Park.
- 69 2) To increase awareness of businesses located in the Milwaukee County Research
70 Park of the importance of employee diversity in the workforce.
- 71 3) To increase employment of minorities and workforce diversity at the
72 Milwaukee County Research Park.
- 73 4) To periodically review workforce diversity at the Milwaukee County Research
74 Park.

75 Implementation Steps:

- 76 1) Lease Agreements - Each lease for space in the Technology Innovation Center
77 will contain a "nondiscrimination and affirmative action plan" whereby a tenant
78 of the Park will not discriminate on the grounds of race, color, national origin,
79 religion, age, sex or disability.
- 80 2) Land Sales/Lease Agreements - Each agreement to sell or lease land will
81 contain a "nondiscrimination and affirmative action plan" whereby the
82 Buyer/Lessee shall agree not to discriminate against any employee or applicant
83 for employment because of race, color, national origin, religion, age, sex or
84 disability.
- 85 3) Workforce Development - The Research Park will establish a Scholarship
86 Program for the purpose of encouraging young adults, with an emphasis on
87 minorities and women to pursue a career in the field of Information Technology
88 and other technology disciplines. Funding for the Scholarship Fund will be
89 provided from the Research Park Technology Development Fund.
- 90 4) Tenant Education - Tenant education through monthly tenant meetings will
91 include speakers knowledgeable in such fields as Affirmative Action, Equal
92 Opportunity, Minority Business Development and Workforce Development.
- 93 5) Outreach - Include provision in the Research Marketing Plan that provide for
94 advertising Research Park rental/sales opportunities and other noteworthy news
95 in publications that circulate in the minority/women's business community.

96 now, therefore,

97 BE IT RESOLVED, that the Milwaukee County Board of Supervisors, having
98 considered this request from the MCRPC Board of Directors, does hereby adopt the
99 following policies related to operation of the Milwaukee County Research Park:

- 100 1. The MCRPC will no longer receive tax levy funding to support its operations.
- 101 2. The amount of tax levy previously advanced to MCRPC, which will be
102 considered debt, to be repaid to Milwaukee County is \$1.2 million.
- 103 3. Milwaukee County will provide authorization to MCRPC to sell the remaining
104 MCRPC leased lands located within the southwest quadrant of the County
105 Grounds.
- 106 4. MCRPC will be required to return 65% of all land sale revenues to Milwaukee
107 County.
- 108 5. All land sale revenues returned to Milwaukee County will be considered as
109 repayment of the existing MCRPC debt.
- 110 6. Milwaukee County agrees to extend the MCRPC's lease for the Technology
111 Innovation Center (M-1 Building) to September 30, 2003, and will grant three
112 additional five-year option periods commencing on October 1, 2003.

113 and

114 BE IT FURTHER RESOLVED, that the Directors of the Department of Administration
115 and the Department of Public Works are hereby authorized to execute any and all
116 instruments, documents, and forms necessary to carry out the intent of this resolution and
117 shall submit same to the County Board for approval prior to implementation of the policies
118 set forth in this resolution.

119 FISCAL NOTE: The adoption of this resolution establishes the policy of Milwaukee
120 County eliminating tax levy funds in future budgets for the Research Park.
121 The Resolution allows the MCRPC to sell the remaining MCRPC leased
122 land within the southwest quadrant of the County Grounds and extends
123 the lease for the Technology Innovation Center. This Resolution will
124 change the revenue which the County would receive from future land
125 sales, which are unknown at this time, so that the actual future revenue
126 from land sales cannot be determined.

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129

GEB/TK/h
June 15, 1998
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THIRD AMENDMENT TO LEASE BETWEEN
MILWAUKEE COUNTY AND
MILWAUKEE COUNTY RESEARCH PARK CORPORATION
FOR THE BUILDING COMMONLY KNOWN AS
M-1 ("Third Amendment")

This Third Amendment is dated as of February 19, 1998 between MILWAUKEE COUNTY (the "County") and the MILWAUKEE COUNTY RESEARCH PARK CORPORATION ("MCRPC").

RECITALS

1. The County and MCRPC entered into a certain lease for part of the building formerly known as the Muirdale M-1 Building, now known as the Technology Innovation Center (the "TIC"), and certain parking related thereto, which lease was dated as of March 15, 1993 (the "Original Lease").
2. The County and MCRPC entered into a certain TIC Agreement, further defining their relationship related to the TIC, which agreement was dated as of March 9, 1993 (the "TIC Agreement").
3. The Original Lease was amended by that certain First Amendment to Lease between the County and MCRPC for the TIC ("First Amendment"), which was dated as of April 26, 1994.
4. The Original Lease, the TIC Agreement, as modified by the First Amendment, were extended by that certain Lease Extension Agreement, dated as of March 25, 1995 (the "Second Amendment"), which extended the Lease through March 25, 2001.
5. The Original Lease, the TIC Agreement, as amended by the First Amendment, extended by the Second Amendment shall hereinafter be collectively referred to as the "Lease."
6. The County and MCRPC now desire to expand the definition of the Premises in the Lease to include the fourth and fifth floors of the TIC.
7. The County has authorized execution of this Agreement by the Resolution attached hereto and incorporated herein as Exhibit A. MCRPC has authorized execution of this Agreement by Authorization Resolution adopted at its February 10, 1998 Board of Directors meeting. The County and MCRPC now desire to modify and amend the Lease pursuant to the terms and conditions set forth herein.

AGREEMENTS

In consideration of the Recitals and mutual agreements which follow, the County and MCRPC agree as follows:

1. Premises. The first sentence in section 1 of the Lease is hereby deleted in its entirety and the following is hereby inserted in its place:

The County hereby leases to MCRPC those portions of the building commonly known as the TIC and making up part of the basement and the entire first, second, third, fourth, and fifth floors of TIC as depicted on Exhibit B attached to this Third Amendment and incorporated herein (collectively, the "Premises") consisting of approximately 126,376 square feet and the approximately 269 parking spaces located adjacent to the TIC for exclusive use by MCRPC and its sublessee.

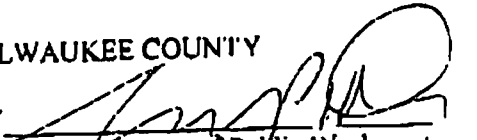
2. Effective Date. This Third Amendment shall be effective as of the date of execution by both parties of this Third Amendment and the fourth floor shall be delivered by the County to MCRPC by February 27, 1998, broom cleaned and in good condition, ordinary wear and tear accepted. The fifth floor shall be delivered by the County to MCRPC, by August 31, 1998, broom-cleaned and in good condition, ordinary wear and tear excepted. The County shall also remove any equipment and personal property it has, including but not limited to lockers, shelving and cabinets (as designated by MCRPC), from the fourth floor by February 27, 1998 and the fifth floor by August 31, 1998. Any such equipment or personal property left by the County on the fourth floor beyond February 27, 1998 or the fifth floor beyond August 31, 1998 shall become the property of MCRPC and may be disposed of as MCRPC deems appropriate. Notwithstanding the foregoing, the County shall, at its cost, remove the x-ray machine and related systems and equipment from the fourth floor of the Premises by February 27, 1998.

3. No Other Modification. Except as specifically amended by this Third Amendment, the Lease shall remain unmodified and in full force and effect.

MILWAUKEE COUNTY

APPROVED
BY
2/24/98

BY


Director of Public Works
2/24/98

MILWAUKEE COUNTY RESEARCH
PARK CORPORATION

BY James R. Elliott
James Elliott
Chairman of the Board

Attest:

Gerald Schwerm
Gerald Schwerm
Acting Executive Director

File No. 97 817
(Journal, December 18, 1997)

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(ITEM 2) From Executive Director, Milwaukee County Research Park Corporation, requesting approval to amend the current lease to add the fourth and fifth floors for part of the M-1 Building, by recommending adoption of the following:

A RESOLUTION

WHEREAS, in December, 1992, the County Board authorized a lease of portions of the M-1 (Muirdale) building on the Milwaukee County Grounds to the Milwaukee County Research Park Corporation (MCRPC) for use as a technology incubator; and

WHEREAS, the MCRPC has been successful in rehabilitating major portions of the building and in attracting tenants who currently occupy all of the first three floors, and MCRPC continues to negotiate with additional tenants interested in leasing space at the Technology Innovation Center; and

WHEREAS, MCRPC has requested an amendment to the current lease to add the 4th and 5th floors, which MCRPC will remodel for new tenants; and

WHEREAS, MCRPC has been successful in developing the Technology Innovation Center into one of the largest and most successful technology incubators in the country, and it is in the best interests of Milwaukee County and the Research Park to continue this success; now, therefore,

BE IT RESOLVED, that the Director of Public Works is authorized to enter into a lease amendment for the remaining portions of the M-1 building to the Milwaukee County Research Park Corporation for continued use as a technology incubator with the same terms and conditions as the current lease which expires in March, 2001.

FISCAL NOTE: Adoption of this resolution would result in an incremental increase in revenues to both Milwaukee County and the Milwaukee County Research Park Corporation as additional space is leased to technology companies.

GEB:ssd
February 17, 1998
97817.WPD

EXHIBIT A



Milwaukee County
RESEARCH PARK

September 30, 1998

Mr. William Hatcher
Milwaukee County Department of
Administration-Economic Development
Courthouse, Room 307-C
901 North Ninth Street
Milwaukee, WI 53233

Dear Mr. Hatcher:

In accordance with the lease between Milwaukee County and Milwaukee County Research Park Corporation (MCRPC) for the M-1 Building dated March 15, 1993, as amended, MCRPC hereby gives notice that it desires to add to the Premises the cross-hatched area on the floor plan attached hereto and incorporated herein as Exhibit A. This area consists of approximately 1,768 square feet of space and is commonly known as Room B12C in the basement of the building formerly known as M-1, now known as the Technology Innovation Center.

It is our understanding that the additional space shall be vacated and available to MCRPC no later than ten (10) days from the date of this letter.

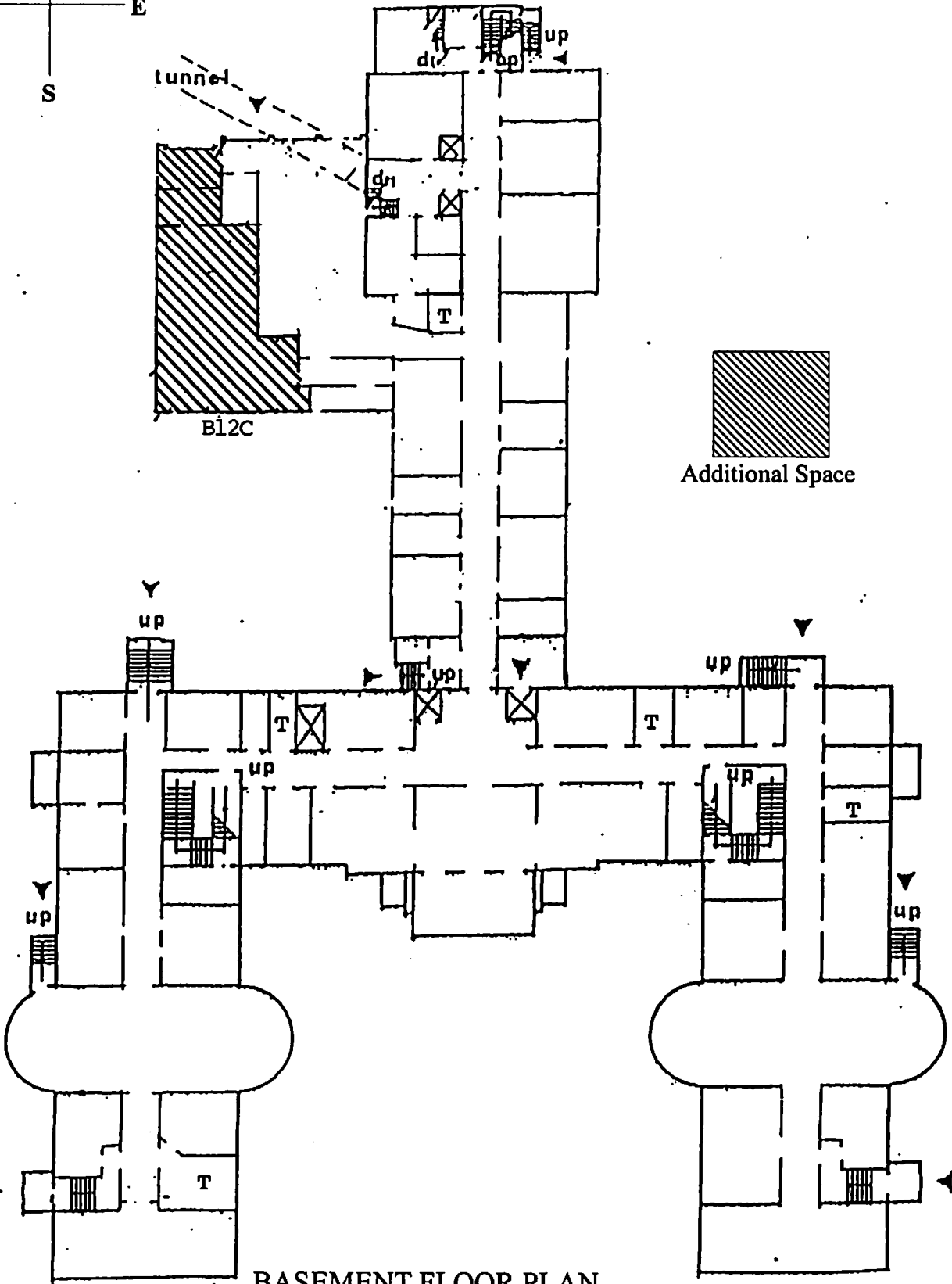
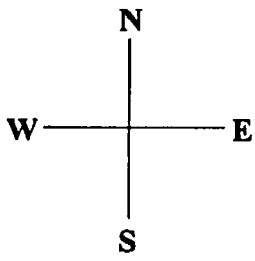
Sincerely,

Guy T. Mascari
Director of Marketing

Enclosure

cc: William Ryan Drew

Exhibit A
Milwaukee County Research Park Corporation



BASEMENT FLOOR PLAN

LANDLORD ESTOPPEL CERTIFICATE

To: Milwaukee County Research Park Corporation
State of Wisconsin, Department of Commerce ("WDC")

The undersigned is the landlord (the "Landlord") under a lease dated March 15, 1993 as amended by the First Amendment to Lease, dated April 26, 1994 and the Lease Extension Agreement dated as of March 25, 1995, (collectively, the "Lease") with Milwaukee County Research Park Corporation (the "Tenant") for certain property described as follows: the Muirdale M-1 Building, now known as the Technology Innovation Center ("TIC") and certain parking related thereto. Landlord has agreed to provide this Landlord Estoppel Certificate to Tenant and the State of Wisconsin, Department of Commerce ("WDC") to confirm certain items described herein and to support Tenant's application for the CBED Grant (the "Grant") to cover the operating deficit that will be incurred after the renovation of the Fourth Floor at the TIC. Therefore, in consideration of the foregoing, Landlord warrants, represents and certifies to Tenant and WDC as follows:

1. There exists a Lease (which lease has been amended and supplemented) between Tenant and Landlord. The Lease expires by its terms on March 25, 2001. The Premises currently includes part of the basement and all of the first through third floors of the TIC. Tenant is requesting Landlord's approval for the addition of the fourth and fifth floors of the TIC to the Premises. Basic rent payments have been made by the Tenant through the month of September 1997.
2. The Lease is in full force and effect and has not been further assigned, modified, supplemented or amended in any way.
3. The Lease represents the entire agreement between Landlord and Tenant as to the Premises.
4. All conditions and obligations under the Lease to be performed by Tenant to the date hereof have been performed in a manner satisfactory to Landlord.
5. No default on the part of Landlord or Tenant exists under the Lease and no event exists which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease by Landlord or Tenant.

6. Neither Landlord nor Tenant has commenced any action or given any notice for the purpose of terminating the Lease.

7. Landlord has delivered possession of the Premises to Tenant.

The Landlord acknowledges that WDC and Tenant will rely upon this document in connection with the Grant.

Dated as of October 17, 1997.

LANDLORD:

MILWAUKEE COUNTY

BY


Its Dir. of Economic Development

C O V E R
S H E E T

FAX

To :
Fax # :
From :
Subject:
Date :

Post-It [®] Fax Note	7671	Date	10-20-97	# of pages	3
To	GUY W.	From	Craig D.		
Co./Dept.	MCKPC	Co.	MILW-CO.		
Phone #	778-1400	Phone #	228437		
Fax #	778-1178	Fax #	223-1810		

Pages : Number of pages, including this cover page _____

MESSAGE:

GUY,
THE CERTIFICATE
STAMPED BY ANDY
Guy

LANDLORD ESTOPPEL CERTIFICATE

To: **Milwaukee County Research Park Corporation
State of Wisconsin, Department of Commerce ("WDC")**

The undersigned is the landlord (the "Landlord") under a lease dated March 15, 1993 as amended by the First Amendment to Lease, dated April 26, 1994 and the Lease Extension Agreement dated as of March 25, 1995, (collectively, the "Lease") with Milwaukee County Research Park Corporation (the "Tenant") for certain property described as follows: the Muirdale M-1 Building, now known as the Technology Innovation Center ("TIC") and certain parking related thereto. Landlord has agreed to provide this Landlord Estoppel Certificate to Tenant and the State of Wisconsin, Department of Commerce ("WDC") to confirm certain items described herein and to support Tenant's application for the CBED Grant (the "Grant") to cover the operating deficit that will be incurred after the renovation of the Fourth Floor at the TIC. Therefore, in consideration of the foregoing, Landlord warrants, represents and certifies to Tenant and WDC as follows:

1. There exists a Lease (which lease has been amended and supplemented) between Tenant and Landlord. The Lease expires by its terms on March 25, 2001. The Premises currently includes part of the basement and all of the first through third floors of the TIC. Tenant is requesting Landlord's approval for the addition of the fourth and fifth floors of the TIC to the Premises. Basic rent payments have been made by the Tenant through the month of September 1997.

2. The Lease is in full force and effect and has not been further assigned, modified, supplemented or amended in any way.

3. The Lease represents the entire agreement between Landlord and Tenant as to the Premises.

4. All conditions and obligations under the Lease to be performed by Tenant to the date hereof have been performed in a manner satisfactory to Landlord.

5. No default on the part of Landlord or Tenant exists under the Lease and no event exists which, with the passage of time or the giving of notice, or both, would constitute a default under the Lease by Landlord or Tenant.

MWT24671WTS:LRB 10/13/97

OCT-17-1997 12:00
OCT-20-1997 15:36414 778 1178
414 747 4525

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P.02

6. Neither Landlord nor Tenant has commenced any action or given any notice for the purpose of terminating the Lease.

7. Landlord has delivered possession of the Premises to Tenant.

The Landlord acknowledges that WDC and Tenant will rely upon this document in connection with the Grant.

Dated as of October 12, 1997.

LANDLORD:

MILWAUKEE COUNTY

BY

Paul R. Zupka
Its *Dir. of Economic Development*

APPROVED FOR EXECUTION:

Antonia J. ...
PRINCIPAL ASSISTANT
CORPORATION COUNSEL

10/17/97

DATE

~~DATE
PRINCIPAL ASSISTANT
CORPORATION COUNSEL
APPROVED FOR EXECUTION~~

10/17/97 12:01

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OCT-17-1997 12:01

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95%

P.03

OCT-20-1997 15:36

414 747 4525

97%

TOTAL P.03

P.03

TOTAL P.03



Milwaukee County
RESEARCH PARK

April 16, 1997

Mr. Earl R. Hawkins, Jr.
Department of Administration
Milwaukee County
901 North Ninth Street, Room 308
Milwaukee, WI 53233

Dear Mr. Hawkins:

The lease between Milwaukee County and Milwaukee County Research Park Corporation for part of the M-1 Building dated March 15, 1993, as amended on April 26, 1994 and March 25, 1995, states in Section 5 that: "the base rent for sublessees shall not be less than \$6.00/sq. ft. per year payable monthly unless both MCRPC and the County Director of Economic Development agree that a reduced amount is appropriate to induce attractive sublessees to the premises."


For space on the 1st, 2nd and 3rd Floors, MCRPC has been able to get in excess of \$6.00/sq. ft. per year. An analysis, dated January 28, 1997, revealed that the average base rent for the entire building is \$7.33/sq. ft. per year.

For some time now the Technology Innovation Center has been fully occupied with the exception of storage-type space in the basement. As tenant businesses continue to grow, some of them have shown interest in the basement space. However, it appears that \$6.00/sq. ft. for basement space is in excess of what that space is worth. Some tenants have expressed an interest in leasing basement space at \$4.50/sq. ft. per year base rent.

Therefore, MCRPC requests your concurrence that basement space only can be rented and marketed at no less than \$4.50/sq. ft. per year. Please indicate your approval by signing below and returning a copy in the enclosed envelope.

Sincerely,

Guy T. Mascari
Technology Innovation Center Manager

Approved by:  on (Date) 4-17-97

M-1 BUILDING AGREEMENT

This Agreement is entered into by and between Milwaukee County and its Department of Administration and Milwaukee County Research Park Corporation (hereinafter sometimes called the "Corporation.")

1. From 1993 Milwaukee County budgeted funds for the Milwaukee County Research Park Corporation, approved in November 1992 by the Milwaukee County Board, the sum of \$100,000 is hereby committed to be paid to the Corporation for modifications and alterations to make the Muirdale Building ("M-1") better suited for its use and incubator tenant use.

2. The Milwaukee County Director of Public Works, or his designee, shall, within ten working days, review and approve or disapprove requested building modifications, additions, or alterations (except for cosmetic changes, which shall include, without limitation, paint, carpet, lighting and other similar nonstructural changes). Approval shall not be unreasonably withheld. If Milwaukee County disapproves such modification, it shall state such reasons for disapproval to the Corporation.

3. Upon submission of summary billing with sufficient attached detail (as reasonably determined by the Corporation and County), including approval of alterations by the Director of DPW, or his designee, the Corporation shall be reimbursed by Milwaukee County for costs incurred in the performance of previously-approved building modifications, additions, or alterations (except no approval is required for cosmetic changes). Funds thereafter shall be from the Milwaukee County 1993 budget for the Milwaukee County Research Park Corporation. Payment shall be made within 30 days, the County's standard terms, with all reasonable efforts made to expedite these payments. If payment is to be withheld or delayed, Milwaukee County shall, in writing, state its reasons therefor and deliver said statement to the Corporation.

4. The Corporation shall require tenants to pay for any improvement made by virtue of that tenancy; except for cosmetic changes which may be reflected in increased base rent. If tenant improvements for that specific tenant are initially funded by the Corporation, the Corporation shall document and provide to Milwaukee County what expenditures it has made, the allocation to tenants of said expenditures, the tenant responsible for repayment to the Corporation and that repayment schedule. The Corporation shall be responsible for repayment to Milwaukee County of all funds received from specific tenant improvements when received hereunder. Reimbursements made by Tenant for improvements shall be repaid by the Corporation to Milwaukee County monthly.

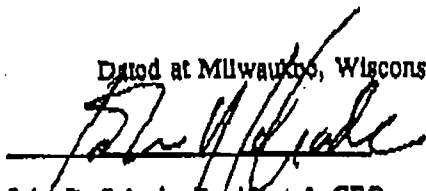
5. The Corporation shall account to Milwaukee County and shall segregate all accounts and records with respect to the M-1 Building to clearly show all costs and revenues occasioned by its occupancy of the M-1 Building and the occupancy of its tenants. Notices required from the Corporation shall be sent to the:

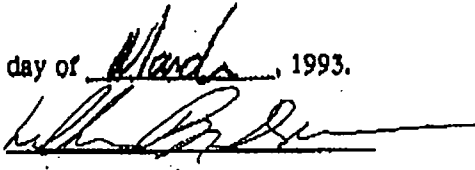
Milwaukee County Department of Administration
901 North Ninth Street, Room 308, Courthouse
Milwaukee, Wisconsin 53233
Attention: Scott B. Mansko

Notices required to be given to the Corporation shall be sent to:

Milwaukee County Research Park Corporation
1039 North Mayfair Road, Suite 203
Wauwatosa, Wisconsin 53226
Attention: John R. Schade

Dated at Milwaukee, Wisconsin this 7 day of March, 1993.


John R. Schade, President & CEO
Milwaukee County Research Park
Corporation


William R. Drew
Milwaukee County
Department of Administration